

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Marathon Strategies LLC

2. Registration No.

6289

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Executed Contract

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The attached is the executed contract with the Consulate General of Japan in New York.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

5/28/15

Philip K. S.

This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



CONSULTING SERVICES AGREEMENT

Consulting Services Agreement (this "Agreement") dated as of the 15th day of May, 2015, and effective as of June 1st, 2015 (the "Effective Date"), by and between MARATHON STRATEGIES, LLC, a New York limited liability company (hereinafter referred to as the "Consultant") and the undersigned client (hereinafter referred to as the "Client").

1. **Services.** Client hereby engages Consultant to perform, and Consultant agrees to provide, consulting services, including those services, if any, described on **Schedule A** hereto and those that may hereafter be agreed upon between the parties in writing (collectively the "Services"). In performing the Services, Consultant may examine correspondence, agreements, corporate records, websites, certificates of public officials and other documents (collectively, "Documents") as Consultant deems necessary or advisable in order for it to perform the Services. Consultant shall take reasonable measures to verify independently the representations or statements contained in such Documents, but cannot be a guarantor of their accuracy. Consultant agrees to perform the Services in a professional and confidential manner in accordance with all prevailing industry standards.

2. **Consulting Period.** The term of Consultant's engagement to perform Services under this Agreement (the "Consulting Period") commenced, or shall commence, on the Effective Date and shall continue until March 31st, 2016, abiding by terms agreed to in **Schedule B**. In the event of a material breach or default by either party in the performance of its obligations under this Agreement, including, without limitation, any payment default, the non-breaching party shall have the right to terminate the Consulting Period following not less than fifteen (15) days prior written notice to the other party reasonably specifying the alleged actions constituting the breach or default and identifying the section or sections of this Agreement claimed to be breached, and the failure of such party to cure such breach or default within such fifteen (15) day period. If either party fails to cure such breach within this fifteen (15) day period, this Agreement shall be terminated (the "Termination Date") effective immediately. The Client shall pay all outstanding invoices for services rendered until the Termination Date as per **Schedule B**.

3. **Consulting Fee.** During the Consulting Period, Client agrees to pay to Consultant for its Services the sum of \$12,000 per month plus expenses for services outlined in **Schedule A**, which fee shall be payable monthly on the first business day of each month, for the services rendered in the previous month, during the Consulting Period. Invoices are payable 15 days from receipt. If the Consultant's time associated with delivering the scope of services consistently exceeds the number of hours used to determine the fee, Client agrees to review and mutually agree with Consultant a fee revision.



4. Expenses. Client shall promptly reimburse Consultant for all reasonable and documented out-of-pocket expenses and disbursements incurred by Consultant in connection with Consultant's performance of the Services, including, but not limited to, printing, taxis, hotel accommodation, travel, meal and entertainment expenses. For any expense in excess of US\$500, Consultant will seek Client's prior approval.

5. Confidentiality. During the course of the Engagement Period, Consultant may have access to, and shall assist in developing, material non-public information that has been identified as being confidential or which a reasonable person would conclude was confidential or proprietary in nature (collectively, "Confidential Information"). Consultant agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Consultant shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting Consultant in the performance of the Services and who are under written confidentiality obligations. Consultant's confidentiality obligations under this Section 5 are in addition to, and not in substitution for, any undertakings by Consultant under any standalone confidentiality agreement that may be required by Client.

6. No solicitation. Client covenants and agrees that, during the Consulting Period and continuing for a period of ten months following the last day of the Consulting Period, Client shall not, without Consultant's prior written consent, which consent may be withheld or conditioned at the sole and absolute discretion of Consultant, directly or indirectly: (a) recruit, solicit, or cause or authorize to be solicited for employment or engagement as an independent contractor any Restricted Person; (b) induce or attempt to induce any Restricted Person to cease to be employed (or otherwise engaged) by the Consultant; or (c) employ, hire or engage, or cause to be employed, hired or engaged, as an employee, director, officer, partner, member, manager, consultant, agent, independent contractor or in any other capacity, any Restricted Person.

7. No Disparagement. Each party agrees that neither it, nor any of its owners, directors, officers or executive level employees, will, directly or indirectly, take any action or make or publish any comment that is defamatory, disparaging or otherwise critical of the other party or such other party's directors, officers, members (including, without limitation, Phil Singer) and managers, or the operations, business, or business practices of any Protected Person, or that would otherwise tend to have an adverse effect (including any activities in the field of online reputation management) upon the business interests or reputation of any Protected Person. The foregoing restriction shall continue to apply both during and forever following the expiration, for any reason, of the Consulting Period.

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8. Indemnification. Consultant agrees to indemnify and hold harmless Client from and against third party claims based upon or arising from the gross negligence or willful misconduct of Consultant in providing the Services; except that, notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, in no event shall Consultant's indemnification obligations under this Agreement (and/or other obligations under any other agreement between the parties) exceed the total aggregate fees actually paid to Consultant under Section 3 of this Agreement.

9. Independent Contractor. The relationship created hereunder between the Client and Consultant shall be solely that of independent contractors entering into an agreement. Neither party shall make any representation or assertion or take any actions which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties. Neither party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

10. Specific Performance. Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in sections 5, 6 and/or 7 of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, the aggrieved party shall be entitled to obtain preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under sections 5, 6 and/or 7 of this Agreement.

11. Mediation. The parties agree that, except for actions solely seeking specific performance of the obligations of the parties under sections 5, 6 and/or 7 of this Agreement, any dispute, difference or controversy arising under this Agreement shall be submitted to non-binding, confidential mediation by a private mediator mutually agreed upon by the parties. Such mediation shall be a precondition of bringing suit on this Agreement.

12. Miscellaneous. The internal laws of the State of New York shall govern the provisions of this Agreement. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement may be amended or modified only by a written instrument duly executed by both parties. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.



Dated and effective as of the dates first above written.

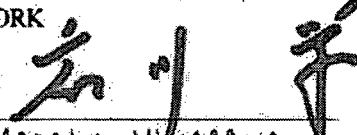
CONSULTANT

MARATHON STRATEGIES, LLC

By: 
Phil Singer, its authorized agent

CLIENT

CONSULATE-GENERAL OF JAPAN IN
NEW YORK

By: 
Name: Monobu Miyagawa
Title: Deputy Chief of Mission

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SCHEDULE A:

This Statement of Work represents an agreement between the Japan Information Center (Client) and Marathon Strategies (Consultant). The purpose of this agreement is to develop and execute a public affairs strategy that will advance the organization's goals.

Consultant agrees to provide the following services:

- 1. Daily Media Monitoring and Analysis**
Provide daily media monitoring and analysis related on pertinent U.S issues and critical initiatives for the Client.
- 2. Media Research and Strategic Media Counsel**
 - a. Provide research and insight into media trends and issues, and provide strategic recommendations for mitigating, managing and responding to issues of concern to Client.
 - b. Determine new media narratives for the Abe administration, and how the administration can better respond through U.S. media.
 - c. Anticipate how media could report on related to critical issues for Japan.
 - d. Consultant agrees to provide Client with up to 10 research requests per month.
- 3. Proactive Messaging Recommendations and Support**
Consultant will lead an in-person briefing with senior Client staff once a fortnight to discuss recent events in U.S. news related to Japan and general emerging issues with Client. Consultant will prepare a brief memo outlining major themes and recommendations prior to each meeting to guide the discussion.
- 4. U.S. Media and Cultural Insight Reports**
Consultant will prepare detailed research reports on areas of interest to the Client. Consultant will work with Client to identify topics of interest and complete one report every two months.
- 5. Key Influencer/Stakeholder Mapping**
Consultant will create and maintain a database of key stakeholders/influencers in the New York region and/or nationally on specific issues of interest (e.g., WWII commemorations, territorial disputes, regional security concerns, etc.).

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SCHEDULE B:

Client acknowledges the following as part of this Agreement:

1. Consultant commenced services outlined in Schedule A on April 1st, 2015. The initial period of service runs for three months ending on June 31, 2015.
2. If the Client deems the initial period of service satisfactory, the period of service will continue until March 31, 2016.
3. Consultant has adjusted the monthly fee schedule from \$10,000 over 12 months, to \$12,000 over ten months commencing June 1, 2015 to accommodate Client's organizational requirements.
4. Client and Consultant agree to a ten-month agreement for the payment schedule.
5. If this Agreement is terminated according to terms outlined in section 2, Client agrees to pay Consultant for services rendered from April 1st 2015 until the end of the Consulting Period at the rate of \$10,000 per month.

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